

Terms of Use

Last update: 6 March, 2023

Dear User, You are on the website <https://nlmt.com.ua/> (hereinafter – the «**Website**»), which is owned and operated by PDL NO LIMIT TEAM LTD, a Company, with its principal office at Agias Phaneromenis 143, PATSIAS COURT, office 201, 6031, Larnaca, Cyprus (hereinafter – «**NO LIMIT**», «**We**», «**Us**», «**Our**»). These Terms of Use should govern relationships between Users and NO LIMIT.

Please read these Terms of Use carefully before using the Website. If You do not agree with any part of these Terms of Use, please stop using the Website immediately.

These Terms of Use and Privacy Policy constitute the entire agreement (the «**Agreement**») between You and NO LIMIT regarding the subject matter of this Agreement. These Terms of Use must be read and interpreted in conjunction with the Privacy Policy. You may not use the Website without first reviewing the Terms of Use and the Privacy Policy. By agreeing to the Terms of Use, it is presumed that the User has read and agreed to the terms of the Privacy Policy.

1. SUBJECT MATTER

1.1. NO LIMIT defines the terms and conditions of these Terms of Use at its own discretion, and these Terms of Use itself can be concluded only by the acceptance of the other party (hereinafter – «**User**», «**You**», «**Your**») to the as a whole when the latter uses the Website. The User may not propose its own terms and conditions of these Terms of Use.

1.2. These Terms of Use regulate the use of the Website, access to its functionality, as well as the services provided by NO LIMIT on this Website, which may include (hereinafter – «**Services**»).

1.3. The User may use the Website for any other services that are offered on it, but in all cases, the User must not use the Website for any illicit purposes or in violation of any laws, including applicable law or of its own jurisdiction. When the Users access this Website from their own jurisdictions, they do so at their own risk and are solely responsible for adhering to local laws. We make no representations regarding the availability of this Website in other countries.

1.4. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Website. If You are a minor, You must have Your parent or guardian read and agree to these Terms of Use prior to You using the Website.

2. ACCEPTANCE OF THE TERMS

2.1. This Agreement is considered to be concluded by acceptance of all its terms. Acceptance is provided by performing any conclusive actions aimed at obtaining the Services provided by NO LIMIT on the Website by the User, which may include:

- 2.1.1. continuing to use and not leaving the Website after reading the Terms of Use;
- 2.1.2. transition to any web pages, hyperlinks of the Website;
- 2.1.3. using Telegram widget;
- 2.1.4. indicating User's email or social media data for a feedback;
- 2.1.5. any other interaction with the Website.

3. INFORMATION AVAILABLE ON THE WEBSITE

3.1. The Website may contain the following information:

- 3.1.1. general information about NO LIMIT;
- 3.1.2. types of Services provided by NO LIMIT;
- 3.1.3. fields of expertise rendered by NO LIMIT;
- 3.1.4. information about NO LIMIT projects, testimonials, achievements, certifications;
- 3.1.5. feedback procedure;
- 3.1.6. any other information that NO LIMIT may choose to post on the Website.

4. CHANGES TO THE WEBSITE AND THE TERMS OF USE

4.1. NO LIMIT reserves the right, temporarily or permanently, to modify, suspend or discontinue the Website (or any part thereof or related content) without notice, in its sole discretion, at any time and for any reason.

4.2. From time to time, NO LIMIT may, in its sole discretion, for any reason and without any liability to Users or any other person, modify, supplement or amend these Terms of Use and require User to agree to additional terms and conditions (hereinafter – the «**Revised Terms**») in order to continue to use the Website.

4.3. We may restrict access to the Website from time to time due to maintenance and updates at Our sole discretion.

4.4. Access to certain parts of the Website may be restricted by NO LIMIT in its sole discretion.

4.5. In case of change of the terms, in order to access certain sections of the Website, use certain functions, web pages, the User must accept the Revised Terms.

4.6. The User agrees that he is responsible for tracking changes on Our Website. We do our best to publish any new information about changes in the Terms of Use of the Website, but the User must independently check the Terms of Use for updates when accessing the Website. In any case, the User is obliged to comply with changes to this Agreement from the moment they are made and published.

4.7. We are not liable to the User or any third party for any modification, suspension or termination of the Website or its content.

4.8. We are not liable for interruptions in access to the Website caused by failures in the operation of servers, routers, networks, etc. of third-party data centers or Internet service

providers of the User or a specific provider selected by the User, or connection problems caused by them.

4.9. We reserve the right, but not the obligation, to:

4.9.1. monitor the Website for violations of these Terms of Use;

4.9.2. take appropriate legal action against anyone who, in Our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such User to law enforcement authorities;

4.9.3. in Our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of Your Contributions or any portion thereof;

4.9.4. in Our sole discretion and without limitation, notice, or liability, to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Our systems;

4.9.5. otherwise manage the Website in a manner designed to protect Our rights and property and to facilitate the proper functioning of the Website.

5. SUSPENSION OF ACCESS TO THE WEBSITE

5.1. NO LIMIT has the right at any time, at its sole discretion, to suspend the User's access to the Website at its own initiative, without penalty or liability to the User or any third party, as well as in case of violation of the Terms of Use by the User or any other actions that may lead to violation of the Terms of Use.

5.2. If User violates these Terms of Use, this action is in addition to, and not in substitution for, any other right or remedy that may be available to Us. The following provisions shall continue in effect after the suspension of these Terms of Use for any reason: Intellectual Property, Confidential Information, Non-Solicitation, Limitation of Liability, Applicable Law and Dispute Resolution.

5.3. These Terms of Use shall remain in full force and effect while You use the Website. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION.

6. INTELLECTUAL PROPERTY

6.1. Any literary and artistic works, computer programs (in particular, but not exclusively, the Website code), databases, other works, other functions, functionality (including, but not limited to, all information, text, images, video, audio, as well as their design, selection and arrangement), materials, processes, procedures, methods, techniques,

trademarks and any other content, as well as any objects under applicable law (hereinafter – «**Intellectual Property**») are owned by NO LIMIT or licensed to Us. All rights are reserved.

6.2. Any unauthorized, unlawful use of the Website or its content in violation of the Terms of Use, copying of works, including but not limited to the Website code, Website design, articles, video content is prohibited. Use of videos and articles posted on the Website or third-party websites is permitted only with a link to the NO LIMIT website or third-party website that lawfully uses such NO LIMIT materials.

6.3. The User acknowledges, understands and agrees that NO LIMIT retains all rights to the Intellectual Property, except for the personal data subject to the Policy.

6.4. Unauthorized use of any trademarks, including reproduction, imitation, misleading use, is prohibited.

6.5. Any unfair use of the Website content and not for the purposes consistent with the law is prohibited and will be treated as an intentional violation of this Terms of Use which leads to responsibility.

6.6. If the User violates the requirements of this section, he may be immediately denied access to the Website and will be liable in accordance with the law.

6.7. The User is not granted any right to use NO LIMIT Intellectual Property except as specifically provided elsewhere in the Terms of Use and in separate agreements with NO LIMIT. If User wishes to use any material for any purpose other than as stipulated in these Terms of Use, such use may only be made with NO LIMIT permission upon User's request to NO LIMIT or through the Telegram widget.

7. PRIVACY

7.1. NO LIMIT does not collect personal data of Users, except as specifically stated in the Privacy Policy. NO LIMIT reserves the right to make changes to the Privacy Policy, so You can find the current version here.

7.2. We and Our service providers use various technologies to collect information when you interact with Our Website, including cookies and other similar technologies which enables Us to collect information about your device identifiers, IP address, web browsers used to visit the Website, pages or features viewed, access Website times, and links clicked.

8. CONFIDENTIAL INFORMATION

8.1. Some information included on the Website is considered confidential.

8.2. The term Confidential Information refers to all information that should reasonably be treated as confidential, including, but not limited to, third party contact information, information about NO LIMIT representatives, employees, information about security procedures and systems used by NO LIMIT, information about NO LIMIT counterparties, business plans, patents, technologies, customers list and other information which should be reasonably interpreted confidential or will be marked as such.

8.3. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Website (hereinafter – «**Submissions**»)

provided by You to Us are non-confidential and shall become Our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to You.

8.4. You hereby waive all moral rights to any such Submissions, and You hereby warrant that any such Submissions are original with You or that You have the right to submit such Submissions. You agree there shall be no recourse against Us for any alleged or actual infringement or misappropriation of any proprietary right in Your Submissions.

9. THIRD PARTY SERVICES

9.1. NO LIMIT may include links to third party websites on the Website.

9.2. Such links are provided for the convenience of the User. NO LIMIT is not responsible for the content of third party websites, collection of information about users, other actions of third parties. Before using third party services, the User should read the terms of use of third party websites and services, as well as their privacy policy.

10. LIMITATION OF LIABILITY

10.1. NO LIMIT strives to make the use of the Website convenient. Nevertheless, NO LIMIT is not liable for any unlawful use of the Website by Users. The information posted on the Website on an «as is» basis may contain technical or typographical inaccuracies or mistakes, therefore NO LIMIT does not guarantee the accuracy of the posted data, makes no representations or guarantees with regarding such information, and Users should not make any business decisions based on the information posted on the Website.

10.2. Use of any part of the Website is at Your own risk. We cannot and do not accept any liability for any activity that the User may carry out using the Website.

10.3. The Website may not be available in all languages or in all countries and We make no representation that the functionality of the Website will be appropriate, accurate or available for use in any particular location. Any information posted on the Website is current only as of the date of its publication and may not be correct at the time of further use of the Website.

10.4. THE SERVICES MAY NOT BE UNINTERRUPTED OR SECURE. THE USER UNDERSTANDS THAT THE RISKS TO SECURITY, PRIVACY AND CONFIDENTIALITY CANNOT BE COMPLETELY REMOVED. THEREFORE, THE USER GUARANTEES NOT TO FILE CLAIMS IN CONNECTION WITH CIRCUMSTANCES BEYOND NO LIMIT CONTROL.

10.5. NO LIMIT IS NOT LIABLE FOR VERIFYING THE IDENTITY OF USERS.

10.6. NO LIMIT IS NOT LIABLE FOR ANY USER INFORMATION UPLOADED TO THE WEBSITE (IN THE CONTACT FORM, OTHER METHODS). NO LIMIT ALSO DOES NOT GUARANTEE THE ACCURACY, APPLICABILITY OR RESPONSE OF NO LIMIT TO THE USER'S REQUESTS.

10.7. NO LIMIT IS NOT LIABLE FOR THE USE OF THIRD PARTY SERVICES.

10.8. ALSO NO LIMIT DOES NOT GUARANTEE THAT:

10.8.1.THE SERVICES WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED HARDWARE AND SOFTWARE;

10.8.2.THE SERVICES WILL BE AVAILABLE OR FUNCTION WITHOUT INTERRUPTION, OR WILL BE ERROR-FREE, OR ANY ERRORS WILL BE CORRECTED;

10.8.3.INFORMATION AVAILABLE ON OR THROUGH THE SERVICES WILL BE ACCURATE, COMPLETE, CONSISTENT OR TIMELY;

10.8.4.THE INFORMATION ON THE WEBSITE WILL NOT VIOLATE THE RIGHTS OF THIRD PARTIES;

10.8.5.ANY USER INFORMATION (FOR EXAMPLE, EMAIL INFORMATION AND REQUEST THROUGH CONTACT FORM) WILL BE STORED BY NO LIMIT.

10.9. The User agrees to use the NO LIMIT Website with all reasonable security precautions. We shall have no liability to You for any loss or corruption of any such data, and You hereby waive any right of action against Us arising from any such loss or corruption of such data.

10.10. The User understands that the Website may be subject to virus attacks, information distortion, and other cases beyond Our control.

10.11. The User voluntarily waives any claims against Us, as well as the filing of claims regarding the use of the Website. The User will not claim any compensation for any damages in relation to the use of the Website.

11. PROHIBITED ACTIVITIES

11.1. You may not access or use the Website for any purpose other than that for which We make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Us.

11.2. As a user of the Website, You agree not to:

11.2.1.systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Us;

11.2.2.make any unauthorized use of the Website, including collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;

11.2.3.circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website and/or the Content contained therein;

11.2.4.engage in unauthorized framing of or linking to the Website;

11.2.5.engage in any automated use of the system, such as using any data mining, robots, or similar data gathering and extraction tools;

11.2.6.interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website;

11.2.7.use the Website as part of any effort to compete with Us or otherwise use the Website and/or the Content for any revenue-generating endeavor or commercial enterprise;

- 11.2.8. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Website;
- 11.2.9. attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;
- 11.2.10. harass, annoy, intimidate, or threaten any of Our employees or agents engaged in providing any portion of the Website to You;
- 11.2.11. delete the copyright or other proprietary rights notice from any Content;
- 11.2.12. copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- 11.2.13. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website;
- 11.2.14. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats («gifs»), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as «spyware» or «passive collection mechanisms» or «pcms»);
- 11.2.15. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Website, or using or launching any unauthorized script or other software;
- 11.2.16. disparage, tarnish, or otherwise harm, in Our opinion, Us and/or the Website;
- 11.2.17. use the Website in a manner inconsistent with any applicable laws or regulations.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

12.1. This Agreement will be governed by and construed in accordance with the laws of England and Wales. The language of this Agreement shall be deemed to be the result of negotiation among the Parties and their respective counsel and shall not be construed strictly for or against any Party.

12.2. Any disputes shall be resolved through negotiations by prior contact of the Users to the feedback service by email info@nlmt.com.ua within 60 (sixty) calendar days after one of the Parties has notified another on the matter of the dispute(s) and initiated negotiations.

12.3. If such disputes cannot be resolved through negotiations, all disputes arising out of or in connection with this Terms of Use, including any disputes regarding its existence, validity or termination, shall be brought to The Arbitration Institute of the Stockholm Chamber of Commerce under the Rules of the Arbitration. The number of arbitrators shall be one. The seat shall be Stockholm, the Kingdom of Sweden. The language to be used shall be English.

13. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

13.1. Visiting the Website, sending Us emails, and contacting Us via social media constitute electronic communications. You consent to receive electronic communications, and You agree that all agreements, notices, disclosures, and other communications We provide to You electronically, via email, social media and on the Website, satisfy any legal requirement that such communication be in writing.

13.2. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

14. OTHER PROVISIONS

14.1. The titles and section headers used in this Agreement are just for convenience and have no bearing on how any of its provisions are written.

14.2. Each party affirms that it has the power and authority to engage into this Agreement.

14.3. You agree to defend, indemnify, and hold Us harmless, including Our subsidiaries, affiliates, and all of Our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

14.3.1. use of the Website;

14.3.2. breach of these Terms of Use;

14.3.3. any breach of Your representations and warranties set forth in these Terms of Use;

14.3.4. Your violation of the rights of a third party, including but not limited to intellectual property rights.

14.4. Notwithstanding the foregoing, We reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us, and You agree to cooperate, at Your expense, with Our defense of such claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

14.5. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of Our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond Our reasonable control.

14.6. There is no joint venture, partnership, employment or agency relationship created between You and Us as a result of these Terms of Use or use of the Website. You agree that these Terms of Use will not be construed against Us by virtue of having drafted them.

14.7. You hereby waive any and all defenses You may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

15. FEEDBACK

15.1. In case of any questions when using the Website or on other issues, Users may contact NO LIMIT through the Telegram widget, via or by mail info@nlmt.com.ua.

15.2. By contacting via mail info@nlmt.com.ua or sending a message through the Telegram, You confirm that You are at least 18 years old and have the legal capability and authority to cooperate with NO LIMIT.